Date:August 15, 2018Subject:Lift 1A Corridor: Application Framework<br/>and Cost-Sharing Proposal

# DRAFT

The following memorandum is a preview of the various land use applications from the private entities. This summary describes a framework and cost-sharing concept for the Lift 1A Corridor. The intention of this summary is to: 1) define the method to extend Lift 1A to Dean Street including ski return to the terminal; and, 2) outline a cost-sharing concept for the improvements necessary to enhance the neighborhood and provide the desired ski experience and guest services.

This memorandum describes what is to be known as the Lift Corridor, which includes the Gorsuch Haus property, any Aspen Skiing Company retained land adjacent to the Gorsuch Haus, the Hill Street Right of Way, the Lift One Lodge Property, Lift One Park as may be amended for the Lift Corridor, Willoughby Park and the Dolinsek property.

The cost-sharing called for here has been developed based on prior discussions, and not intended to commit any parties until all are in agreement. The primary objective is to ensure that we have coordinated the various individual commitments into our respective applications such that the process will continue with an effective combined approach.

#### 1. Lift 1A Corridor Land Use

Lift One Lodge and Gorsuch Haus have undertaken redesign efforts to adjust and adapt their respective lodge sites to allow the Lift Corridor to extend to its historic location, closer to the core of Aspen. The following is the general intent of the projects that make-up the corridor:

*Lift One Lodge:* This currently approved project will be re-configured to accommodate a minimum 60foot wide skiway, with additional setback from the proposed buildings. The Lodge will continue to be a mix of lodging units and accessory uses, publicly accessible commercial facilities, free-market residential, and affordable housing. The Skiers Chalet Steakhouse will be renovated and restored to its restaurant use on Lift One Lodge property. It will also provide a relocated Skiers Chalet building onto City of Aspen property for use as a museum and skier services facility. Certain land exchanges will be required between the City of Aspen and Lift One Lodge, in addition to those contemplated in the previous approval. The project area will utilize sub-surface areas of Willoughby Park for public parking and other public facilities, access to the below-grade structure elements, as well as uses supporting the Skiers Chalet Steak House. Subgrade areas under Lift One Park and Lift One Lodge will provide lodge parking facilities and services. An additional vacation of the remaining westerly portion of Gilbert Street will be requested. An amended application will be submitted under the Land Use Code in effect at the time of original application.

**Gorsuch Haus:** Gorsuch Haus Lodge project has been re-designed to allow the lift corridor and skiway of no less than 60-feet wide throughout to extend to the desired Dean Street lift location. The proposed program is a lodge and will be dominantly consistent with the Lodge district standards. The project will

include the skiway to allow return skiing to Dean street. The Lift replacement is a component of the active Gorsuch Haus application and will now include the lift at the new location on Willoughby Park near Dean Street in the amended land use application to be submitted in August 2018. A portion of South Aspen Street Right of Way will be used for lodge development and a portion of the private land will be exchanged to allow for the terminus of South Aspen Street to be completed.

Ski Facilities: There will be skiing access to the replacement lift terminal. A minimum of 2,500 square feet of functional space for skier services, patrol and administrative functions, will be located in close proximity to the new lift terminal. These ski facilities will need direct access for staging and loading of the lift from Dean Street. Patrol facilities will require direct (proximate elevator is acceptable) access to snow and sufficient dimensioning to enable the movement of injured skiers, including on gurneys from snow, through patrol facilities and on to ambulances. Grooming, snowmaking and snow storage will be uses expected and permitted throughout the Lift Corridor on both City and private land. Portions of Willoughby Park, Lift One Park and Dolinsek property will be used for the purpose of skiing, snowmaking, snow storage, and grooming as further detailed below. The entire Lift Corridor will be designated to be within Aspen Skiing Company's operational boundaries and will be subject to Aspen Skiing Company's exclusive control and management throughout the ski season, including with respect to events and sponsorships. Outside the ski season Lift One Park will be managed by City of Aspen Parks Department in a manner similar to the Dolinsek Property, provided that Aspen Skiing Company will have access to Lift One Park during the summer for purposes of trail, snowmaking and lift maintenance (including with vehicular access if necessary). Access to portions of the Gorsuch Haus lot will also be required during the summer months. Willoughby Park and the Dolinsek property other than the new Lift itself will be managed by the City of Aspen outside the ski season, provided that Aspen Skiing Company will have access to its Lift and appropriate circulation therefor within Willoughby Park at all times (summer included) for operations, support and maintenance purposes, and will have access to Willoughby Park for snow making infrastructure maintenance purposes. Aspen Skiing Company will not have special access to the Dolinsek property outside of its ski season.

# 2. Lift 1A Corridor Application Framework and Cost-Sharing

The Lift Corridor project creates new considerations of access, use of City property, infrastructure development, and the inclusion of a museum program for the Aspen Historical Society. The following is a conceptual framework for how these considerations are defined.

# A. South Aspen Street Public Improvements Plan

- The improvements to South Aspen street include the street surface, sidewalk and pedestrian improvements, mudflow mitigation, utilities and surface water enhancements. Much of this is near completion by others.
- Public pedestrian and vehicular improvements will include a terminus to South Aspen Street.
- ADA access will be provided from Aspen Street to the new lift with an accessible vehicle turnout opposite Juan Street. Additional access will be provided for lift servicing between the Lift One Lodge and Steakhouse buildings.
- The improved terminus to this street will be made possible by the exchange of City right-of-way of South Aspen Street with private land, which, in combination, will provide emergency access protection, vehicular turnaround and commercial use sidewalks.

- While primary ADA access for skier services will occur on Dean Street, additional ADA access will be provided on South Aspen Street between the Skier Chalet/steakhouse and Lift One Lodge.
- Vehicular access to the new Lift for maintenance purposes will occur on South Aspen Street both between the Skier Chalet/steakhouse and Lift One Lodge as well as between Lift One Lodge and Gorsuch Haus.
- Mountain servicing, maintenance, staging, event preparation etc. will occur off of South Aspen Street between Lift One Lodge and Gorsuch Haus.
- The existing Hill Street will remain a street right-of-way. There will be no encroachment into existing Hill Street right-of-way for private improvements, except for hardscape/landscape to complete the pedestrian circulation and skiing, provided, however, that Aspen Skiing Company will require a utility easement across Hill Street for snowmaking purposes. Portions of the existing plan for utilities, stormwater and mudflow mitigation will be relocated to the east and be granted permanent easements where other rights-of-way cannot accommodate these functions.
- Public parking previously provided at South Aspen Street will be accommodated by the provision of 50 spaces in a portion of the Lift One Lodge parking structure. Total replacement public parking will be 50 stalls.

**Cost-Sharing Proposal:** Gorsuch Haus commits to participation in the South Aspen Improvement Plan as an additional party to an existing agreement to which Lift One Lodge is already a party with the One Aspen Townhouses. Cost-sharing will be determined on a pro rata basis, determined by the lineal feet of the project fronting South Aspen Street. Therefore, the cost-sharing split for the South Aspen Street and Hill Street improvements breaks down as follows: One Aspen – 45.86%; Lift One Lodge – 33.69%; and, Gorsuch Haus – 20.45%. Gorsuch Haus also commits to the additional improvement costs related to the cul-de-sac beyond the original cul-de-sac called for in the South Aspen Street Public Improvement Plan.

#### B. Dean Street

- Dean Street will be modified to become a one-way street directing traffic to the east. The project will include a rebuilt road correcting an existing significant side gradient to the street and other deficiencies, pedestrian and cycling improvements, a drop-off area adjacent to the new lift, landscape areas, and necessary utility adjustments.
- The skier drop-off will be reconfigured to become a 10-foot wide loading/unloading area. This will accommodate approximately three vehicles.
- Ambulance access for injured skiers may occur at Dean Street, with vertical and horizontal connection to the snow surface.
- ADA access will be provided via elevator from the Dean Street drop-off to the ski slope and the Skiers Chalet/Museum. Appropriate access from Dean Street to Aspen Skiing Company's ticketing and skier services, accommodating guests with ski gear, will be ensured.
- The proposed street improves access for existing properties and connects Ruby Park transit center to the site.

**Cost-Sharing Proposal:** These improvements will utilize a \$250,000 existing exaction from Dancing Bear, an additional \$40,000 from Dancing Bear for the Dean/Monarch intersection, and an additional \$150,000 proposed exaction from Lift One Lodge because of the proposed entry benefit. The remaining portion of an anticipated \$1.2 million-dollar project will be funded by the City as part of City infrastructure improvement capital plans.

#### C. Skier Chalet/Museum and Replacement Aspen Skiing Company Program

- The Skier Chalet Building will be relocated to a new site in Willoughby Park near Dean Street.
- The uses for this building will include a ski museum, operated by the Aspen Historical Society, and required public ski services in proximity to the new lift.
- The relocated building will be finished as a white-box remodel, reconstructed to applicable code requirements, and the historic exterior will be restored.
- The Skier Chalet's existing foundation will not be reconstructed; instead the building will be placed on the Lift One Lodge parking structure which will provide for the foundation.
- There is a separate building outside of the Ski Museum, proposed by Parks, that will be developed as a public restroom that will service the park and the skiers using the portal. This will be a facility managed and constructed by the City of Aspen. If approved, this square footage previously in the category of skier services would now be available for the Museum use in the remodeled skier Chalet.
- Design for the renovated Skiers Chalet building shall include a single elevator of sufficient design and appropriate location to serve all functions of the Aspen Skiing Company and the Museum.
- The "Pool Shed" adjacent to the Skiers Chalet building will also be relocated and reused for beverage service and animation of the adjacent courtyard.
- The refurbishment and preservation of the Historic Lift 1 bull wheel and lift tower will create an opportunity, if desired by the Aspen Historical Society, for interpretive exhibits, an outdoor museum experience, and activity space.
- It is assumed that ownership of the building will be held by the Aspen Historical Society; however, Aspen Skiing Company must be assured it will have the ticketing function space at no cost other than its proportionate share of maintenance for so long as the ski area operates. The building will be condominiumized with each of the Aspen Historical Society and Aspen Skiing Company owning its own space and sharing building maintenance costs through the condo structure.
- 1500 sf of replacement ski patrol and administration functions will be located with both snow surface accessibility and access to Dean Street. Dimensioning will be such that gurneys and sleds can readily be maneuvered from snow to ski patrol space to ambulance.
- Similar to and in conjunction with the ticketing space, ASC must either own or have guaranteed control of the space at no cost (other than maintenance) to Aspen Skiing Company. This will be located for so long as the ski area operates.
- It is imperative that all parties receive assurances of staff support in requesting the City fees detailed below are allocated for the public improvements to relocate and refurbish the Skiers Chalet.

**Cost-Sharing Proposal:** Gorsuch Haus will contribute \$400,000 to complete the Aspen Skiing Company's ticketing portions of the skier services located in the Skier Chalet/Museum. Gorsuch

Haus will also contribute \$600,000 to the replacement of the ski patrol program and administrative functions in a new space constructed in the relocated Skiers Chalet building. The total Gorsuch Haus commitment to the replacement Aspen Skiing Company Program totals \$1 million. Lift One Lodge will contribute \$1 million to the Skier Chalet/Museum in lieu of the obligation incurred in its present approvals. Additional funding is proposed to be accomplished by the earmarking of the following typical development fees by the City of Aspen for Lift One Lodge and Gorsuch Haus, including:

- Building Permit Fees
  - Building Permit
  - Plan Review
  - Energy Review
  - Zoning Review
  - Engineering Review
- TDM/Air Quality Fee
- Parks Development Fee
- City Use Tax

Of these fees, estimated to total \$4.5 million dollars, 80% or \$3.6 million will be earmarked to moving and refurbishing of the Skier Chalet building at its new site. The Museum interior and exhibits will be completed at the cost of the Aspen Historical Society. The skier services area interior will be completed by Aspen Skiing Company at its cost.

The collective contributions from the re-directed fees, contribution from Gorsuch Haus and Lift One Lodge will be approximately \$5.6 million. The Aspen Historical society may elect to build a larger facility with additional funding from other sources. The allocation of space on the third floor or new basement area will be defined by their museum program and funding commitments.

# D. Historic Lift 1 Bull Wheel and First Tower

- The historic lift and foundation will be moved 40-feet closer to Dean Street from where it is currently located to accommodate staging and access to the replacement lift.
- The terminal and bull wheel and first historic tower will be refurbished and preserved in alignment as a historic resource.
- A minimum of 25' will be provided between the preserved tower and bull wheel and the new Lift.

**Cost-Sharing Proposal:** The City will commission a study to determine the refurbishment and preservation costs. Initially, \$600,000 was escrowed as part of Lift One Lodge's original commitment for a surface lift to connect to the lift in its current location. This is no longer needed and will be directed toward this historic resource. Any remaining costs necessary to fulfill refurbishment and preservation requirements will be assumed by the City as a historic preservation cost.

#### E. Two Upper Historic Towers

- Two historic towers remain in the skiway above the historic terminal. These towers will be relocated and restored.
- Storage of these towers would be part of the refurbishing process.
- Location of the relocated historic towers remains to be determined.

- i. Aspen Skiing Company has committed to evaluate, together with the City of Aspen, whether there are mutually acceptable locations for the two towers along the historic lift line on Aspen Skiing Company property. If mutually acceptable locations can be agreed upon, and subject to County or USFS approval as may be required, Aspen Skiing Company will authorize the City to place the two towers on its property and Aspen Skiing Company will have control over them thereafter.
- If no mutually acceptable locations can be agreed upon, the City of Aspen will be responsible for placement, management, maintenance of demolition of the two towers.

**Cost-Sharing Proposal:** Lift One Lodge will commit up to \$50,000 to the refurbishment and preservation of the towers. The placement of the towers will be determined with the Willoughby Park and Lift One Park design but may include an upper mountain location or another location offsite.

#### F. Tree Mitigation Willoughby Park and Lift One Park

Tree mitigation is anticipated to address results of the lift, skiway, and Lodge construction. The
nature of ensuring the Lift Corridor functions for skiing requires removal of all existing trees and
maintenance of the ski way clear of large growth vegetation. Trail edge landscaping will be
subject to Aspen Skiing Company approval for functional assessment.

**Cost-Sharing Proposal:** Lift One Lodge will pay a tree mitigation fee of approximately \$359,000 as determined by DHM, which may be adjusted downward based upon an assessment of tree health. This fee will be retained by the City to develop the Willoughby and Lift One Parks.

#### G. Willoughby Park and Lift One Park Improvements

- The Willoughby Park and Lift One Park property boundaries will need to be re-defined to accommodate design modifications of Lift One Lodge.
- Use of sub-grade areas below Willoughby Park and Lift One Park will be permitted to accommodate the public and private parking garage, ski patrol facilities and other uses proposed by Lift One Lodge.
- The Skier Chalet Steakhouse building will be relocated, remodeled, repurposed and located on a portion of Willoughby park, which will be re-subdivided and owned by Lift One Lodge.
- Lift terminal hardscape and access to the terminal will be required to allow the lift to function.

**Cost-Sharing Proposal:** The tree mitigation fees tied to Lift One Lodge will be assigned to park improvements. In the park areas disturbed by the construction of the subgrade improvements, Lift One Lodge will be obligated to restore the park to the cost of a turf grass condition. Costs associated with any new facilities and improvements above this standard are the responsibility of the City of Aspen Parks Department. Improvements directly associated with the lift within Willoughby Park in the immediate vicinity of lift loading will be constructed by Aspen Skiing Company.

#### H. Mudflow and Storm Water Mitigation

• A joint updated mudflow and storm water analysis will be commissioned for the Lift Corridor by Lift One Lodge and Gorsuch Haus.

**Cost-Sharing Proposal:** The revised mudflow and storm water analysis will jointly be paid for by Gorsuch Haus Lift One Lodge. Gorsuch Haus, Lift One Lodge, Aspen Skiing Company, and the City of

Aspen will collaborate to develop a comprehensive mudflow and storm water mitigation plan, with each entity paying 25% of the cost. Gorsuch Haus and Lift One Lodge will individually cover costs for mitigation for mudflow and storm water for their projects and/or on their properties. Solely if and to the extent it is determined that mudflow and storm water mitigation is required for the replacement of the lift which would have been required had neither Gorsuch Haus or Lift One Lodge been built, Aspen Skiing Company will cover the costs for mitigation for such specified mudflow and storm water. The City of Aspen will cover the costs of mitigation of mudflow and storm water for park improvements. If any party determines that mudflow and storm water mitigation costs are too excessive it can determine not to move forward with the project, provided that if the other parties still desire to move forward, they can cover such costs.

# I. South Aspen Street Road Maintenance

- South Aspen Street has provided access to existing properties and the existing ski lift for decades. Due to the topography it is steeper than most other City streets, requiring more direct maintenance to mitigate winter conditions.
- Of all options available to maintain the safety on this street, upgraded maintenance equipment is the most feasible. Snow melting of the street is not considered appropriate, economically viable, or environmentally responsible.

**Cost-Sharing Proposal:** Lift One Lodge will commit \$62,000 to the City of Aspen toward the equipment necessary to maintain the higher level of winter maintenance and a single payment of \$20,000 for required sanding materials.

#### J. Lift 1A Replacement

- The lift facilities will utilize portions of Willoughby Park and Lift One Park to accomplish the objectives of lowering of the lift.
- There will be, at a minimum, 20-feet of clearance to the north of the terminal and a minimum of 20-feet clearance around the entire lift terminal for service and maintenance access.
- Aspen Skiing Company will own the lift equipment. They will also require ownership of surface rights or perpetual easements for the placement, operation and maintenance of the new lift.

**Cost-Sharing Proposal:** Aspen Skiing Company will be responsible for the cost of the lift equipment and they will work directly with the lift manufacturer to design and install the lift. Lift One Lodge will be responsible for all costs associated with the sub-grade garage and structural support to enable the lift placement.

#### K. Skiway

- A minimum of 60-feet of skiable/snowcat accessible space will be provided throughout the Lift Corridor skiway.
- An easement will be required for the entirety of the Lift Corridor to enable Aspen Skiing Company to conduct its maintenance, operations and control skier access.
- During non-ski season periods, Aspen Skiing Company will have vehicular and pedestrian access throughout the ski way to support lift and snow making maintenance.
- Where sub-grade spaces and improvements are constructed under the skiway and associated structures on the project site, structural load bearing capacity will be required to bear all loads associated with Aspen Skiing Company uses, activities, equipment and improvements.

• Any garage space under the skiway will include insulation sufficient to prevent snow melting on the snow surfaces above and ensure that no snow degradation will occur.

**Cost-Sharing Proposal:** Lift One Lodge will be responsible for costs required to ensure structural load bearing capacity and insulation to accommodate the skiway.

### L. Snowmaking and Grooming Operations

- Aspen Skiing Company will need to operate and maintain snow and snowmaking throughout the Lift Corridor throughout the ski season. This will require relief from City noise ordinances and express authorization to do so from the City and acknowledgement of the noise related issues from all neighbors, including Lift One Lodge and Gorsuch Haus. However, the Aspen Skiing Company agrees that decibel levels for snowmaking, snow equipment operations, and lift operations will not exceed those currently experienced by properties adjacent to the Silver Queen Gondola.
- An easement will be provided to Aspen Skiing Company to enable placement and maintenance
  of subsurface as well as surface snowmaking infrastructure throughout the Lift Corridor,
  provided that Aspen Skiing Company will not be allowed to install snowmaking infrastructure
  physically on the Dolinsek property (as compared to next to the property with the
  understanding that snow will be blown on to, stored and farmed on and from the Dolinsek
  property).
- Aspen Skiing Company will own all of its snowmaking infrastructure.
- Gorsuch Haus, Lift One Lodge and Aspen Skiing Company will coordinate to ensure efficient snowmaking infrastructure build out.
- Insurance, protection of park improvements, and hold harmless agreements will be incorporated.

**Cost-Sharing Proposal:** Aspen Skiing Company will construct the snowmaking system, operate and maintain the skiway following completion of construction of Lift One Lodge and Gorsuch Haus. Each of Lift One Lodge and Gorsuch Haus will provide the skiway to Aspen Skiing Company at their respective costs to a turf grass condition.

#### M. Dolinsek Property

- The conservation easement held by the Aspen Valley Land Trust will be adhered to. No subgrade space below or ski infrastructure construction on the Dolinsek Property will occur.
- The property will be developed as the Dolinsek Gardens and the existing home will be removed consistent with the terms of the existing life estate.
- Skiing, skier mazing, grooming and the storage of snow will be permitted on the property.
- The Dolinsek Gardens will be developed such that the above activities can effectively and functionally occur as contemplated (which may require clearance of spaces, tree removal or replacement, landscaping decisions etc.).
- The ski functions identified, operational considerations, and liability releases necessary will be completed to Aspen Skiing Company's reasonable approval as a part of the land use approval process.

- The City of Aspen Parks Department has determined that soil nailing for subgrade elements can occur under the Dolinsek property. Parks will provide a letter to this effect from representatives of the Dolinsek donation.
- The City of Aspen will permit a transformer serving Lift One Lodge to be located on its vacated portion of Gilbert Street adjacent to the Dolinsek property. In exchange, Lift One Lodge will provide at its expense the installation of electrical service facilities to provide power for public functions on the Dolinsek property.

**Cost-Sharing Proposal:** The costs associated with the public park improvements will be the responsibility of the City of Aspen. The costs associated with Aspen Skiing Company's ski season activities (snow grooming, making etc.) shall be borne by Aspen Skiing Company subject to the agreed upon liability release structure.

# 3. Process and Timing

Realization of the Lift 1A Corridor Plan vision is dependent on cooperation among the Stakeholder group, a commitment by all to adhering to an efficient City process schedule and, following approvals, an orchestrated construction timeline. As Stakeholders, we agree to the following:

- The Stakeholders will submit all land use applications to Community Development by the end of August. The City will then follow its meeting schedule that will allow formal action on the applications by November 26<sup>th</sup> with a referendum election expected in 2019.
- Subsequent detailed land use approvals will be completed in a timely manner by submissions of Stakeholders and review by the City.
- Following approvals of the land use applications and the start of construction, there will be construction coordination agreements among all parties, with an agreement to address and resolve issues as they arise.
- The Lift will be built after the foundations and external vertical construction is completed for both Lift One Lodge and Gorsuch Haus.
- A guaranty mechanism is contemplated to ensure that once any one of the projects is begun, all of the projects will continue to completion.

Date:	August 13, 2018
Subject:	Lift 1A Corridor: Application Framework and Cost-Sharing Proposal Matrix

# DRAFT

Item	Estimated Cost	Participants
A. Skiers Chalet (Museum/Skier Services)	\$5.2 – 5.5 million	GH (\$400,000 for skier services + \$600,000 ski patrol)
		LOL (\$1 million)
		COA (\$3.6 million reallocated development fees)
		AHS (costs associated with tenant
		improvements + maintenance/operations)
		ASC (costs associated with tenant improvements + maintenance/operations)
B. Dean Street	\$1.2 million	Dancing Bear (\$290,000)
		LOL (\$150,000)
		COA (Remaining balance)
C. South Aspen Street Improvements	Initial cost \$3 million	GH (20.45% + additional improvement costs related to revised cul-de-sac and Hill Street ROW)
		LOL (33.69% + additional costs related to South Aspen Street drop-off)
		One Aspen (45.86%)
South Aspen Street Road Maintenance	\$82,000	LOL (\$62,000 for equipment + \$20,000 for sanding materials)
D. Historic Lift	\$460,000 (2014)	LOL (\$600,000 from surface lift escrow)
Gantry + 1 Tower		COA (Remaining Balance)
E. 2 Upper Historic Towers	\$40,000 (2014)	LOL (\$50,000)

F. Park Development at Willoughby Park	TBD	LOL (tree mitigation fees + restoration above parking garage to the cost of turf grass condition) COA (Remaining balance for new improvements above turf grass standard)
G. Tree Mitigation	\$250,000 - \$359,000	LOL (exact number to be determined based on tree health)
H. Volleyball	\$150,000	No longer needed
I. Interplay of lift infrastructure with LOL garage	TBD	ASC (costs associated with lift terminal replacement and lift infrastructure) LOL (costs required to ensure structural load bearing capacity + insulation)
J. Interplay of skiway and LOL garage	TBD	LOL (costs required to ensure subgrade structural load bearing capacity + insulation)
K. Interplay of snowmaking infrastructure with LOL garage	TBD	ASC (costs associated with snowmaking infrastructure)
L. Interplay of lift infrastructure with GH	TBD	ASC (costs associated with lift terminal replacement and lift infrastructure) GH (costs required for associated site costs not attributed to lift infrastructure + subgrade load bearing capacity and insulation)
M. Flood/stormwater/ mudflow/water quality runoff	TBD	Study costs for mudflow split evenly (25%)between COA, ASC, LOL, GHEach mitigates individual improvements at cost
N. Dolinsek Property	TBD	COA for park improvements LOL to provide power in exchange for transformer location LOL to have soil nailing ability